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January 6, 2005

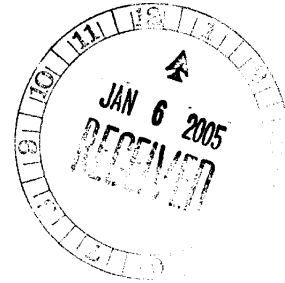
BY HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001
Attn.: Vivian Hardy

ENTERED
Office of Proceedings

JAN - 6 2005

Part of
Public Record



Re: *Railroad Ventures, Inc. -- Abandonment Exemption Between Youngstown, Ohio
And Darlington, PA in Mahoning and Columbiana Counties, Ohio and
Beaver County, PA -- STB Docket No. AB-556 (Sub No. 2X)*

Dear Secretary Williams:

Enclosed please find an original and 10 copies of the Verified Statement of William K. Robbins, Jr. ("Verified Statement") that was originally tendered to the Board as Tab 8 of the Joint Motion For Reopening and Reconsideration that was filed on January 3, 2005. Unfortunately, the Verified Statement was inadvertently returned to us and was not discovered until January 5, 2005 when we were placing files stamped copies in the pleadings binder.

Two copies of the above-mentioned document are enclosed, which we request be date stamped and returned to the undersigned. Thank you for your assistance in this matter.

Very truly yours,

Richard H. Streeter

Enclosures



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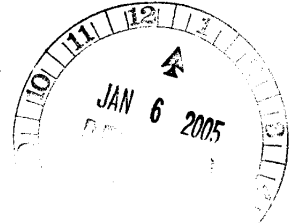
Before the
SURFACE TRANSPORTATION BOARD

Part of
Public Record

ORIGINAL

Docket No. AB-556 (Sub No. 2X)

RAILROAD VENTURES, INC.-ABANDONMENT EXEMPTION
BETWEEN YOUNGSTOWN, OHIO AND DARLINGTON, PA
IN MAHONING AND COLUMBIANA COUNTIES, OHIO
AND BEAVER COUNTY, PA



VERIFIED STATEMENT OF WILLIAM K. ROBBINS, JR.

1. My name is William K. Robbins, Jr. I am the former President and Chairman of the Board of Arkansas Short Lines, Inc. ("ASL"). I am personally knowledgeable about the matters about which I am offering testimony. I am duly authorized to present this Affidavit.

2. On January 24, 2001, the Columbiana County Port Authority ("CCPA") acquired ownership of a line of railroad between Youngstown, Ohio and Darlington, Pennsylvania. Prior to that date, CCPA had entered into an agreement with the Central Columbiana & Pennsylvania Railroad ("CCPR") to operate the line. CCPR is a wholly-owned subsidiary of ASL and was set up for the sole purpose of operating the line for CCPA.

3. I have personally hi-railed the line on at least three occasions. At the time of the purchase, the line was not operational. Railroad Ventures, Inc. ("RVI") not only had allowed multiple crossings to be paved over, but it had physically cut the line in other locations. In addition, the vegetation had been allowed to overgrow the line to the extent that a locomotive would not have been able to operate over the line. As a result of RVI's failure to keep the line operational, it took CCPR a full year and a half to make all of the needed repairs. The last repairs, which were needed in order to provide service over the entire line, were completed in

August 2002 and were located at the end of the line near Darlington, Pennsylvania. During the period when the repairs were being made, I traveled to Ohio on at least three occasions and provided oversight for the repairs.

4. I am also aware that the Board established an escrow account that was to be used to pay for all repairs that were needed as a result of RVI's failure to keep the line operational. Based on my personal knowledge of the repairs, the out-of-pocket cost of those repairs greatly exceeded the amount that the Board ordered to be placed in an escrow account so that RVI would be held accountable for its failure to keep the line operational. The amount that was placed in escrow totaled \$375,000. The actual cost of repairs far exceeded a million dollars.

5. Although the Board decided that RVI was to fund at least \$375,000 of these repairs, RVI resisted any and all attempts to withdraw funds from the escrow account. Because ASL and its affiliates did not have an endless source of capital funds that could be used to pay for the repairs, they relied on the Board to enforce the terms of its Decisions, including the directive that established the escrow account.

6. Because CCPA and several of the shippers demanded that CCPR begin repairs immediately after CCPA acquired the line in January 2001, CCPR began making repairs as soon as the weather allowed them to begin. Unfortunately, because RVI effectively terrorized the escrow agent, CCPR was not able to draw down funds from the escrow. As a result, it was forced to supplement its own funds with funds that were made available from the Ohio Rail Development Commission ("ORDC") and CCPA. Such funds were used to pay bills that should have been paid out of the escrow account.

7. In order to cure the situation, CCPA filed a petition with the Board in early May. However, because the Board did not rule on that petition until November 9, CCPR had no choice

but to continue to pay for repairs using its own funds and those that it obtained from ORDC and CCPA. During that time, CCPR did not make any repairs that would not have been eligible for payment from the escrow account.

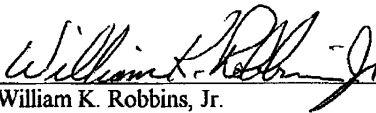
8. Prior to the actual start of repairs, I began the process of planning the repairs, drawing up specifications, ordering supplies, reviewing contracting contracts and undertaking whatever else was necessary to get the repairs started. In addition to visiting the repair sites on three separate visits, which totaled 24 days, I kept in constant touch with Tim Robbins who moved to Ohio in order to be on site during the entire project.

9. As an officer, I did not keep time sheets. However, because both of ASL's other two lines required little or no oversight, during the seven-month period beginning in January 2001, I spent over half a day when I was in our Arkansas offices working with Tim, Bud Gane and others who were in Ohio working on the repairs. As a result, I believe that the original estimate of my time is accurate. I will also confirm that the annual salary and fringe benefits accurately reflected my income during the seven-month period that is reflected at Tab 23 of CCPA/CCPR's initial evidentiary submission.

10. I will also confirm that the administrative overhead figures that were originally submitted did not include any amount for legal and accounting fees that were directly linked to the continuing legal battles over the escrow account. In order to provide the Board with an assessment of those fees, relevant time sheets from our attorney are being submitted. The time reflected thereby relates only to the crossings in Pennsylvania that were subject to a multi-year administrative proceeding before the Pennsylvania Public Utility Commission and the lawsuit brought by RVI in the Northern District of Ohio in which RVI sought an order that would have shut down the escrow payments.

FURTHER SAYETH THE AFFIANT NOT.

I, William K. Robbins, Jr. declare under penalty of perjury that the foregoing is true and correct. Executed on January 3, 2005.



William K. Robbins, Jr.